



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL-S MNDLC-S FFL

Introduction

This hearing dealt with an Application for Dispute Resolution (application) by the landlord seeking remedy under the *Residential Tenancy Act* (Act) for a monetary order in the amount of \$3,460.00 for unpaid rent or utilities, for compensation for damage or loss under the Act, regulation or tenancy agreement and to recover the cost of the filing fee.

The landlord and the tenant attended the teleconference. The parties were affirmed, and the hearing process was explained to the parties, and an opportunity to ask questions about the hearing process was provided to the parties. Words utilizing the singular shall also include the plural and vice versa where the context requires.

The documentary evidence was confirmed received by both parties and having been reviewed by both parties. I will address the video evidence below.

Preliminary and Procedural Matters

The parties were informed at the start of the hearing that recording of the dispute resolution is prohibited under the Residential Tenancy Branch (RTB) Rules of Procedure (Rules) Rule 6.11. The parties were also informed that if any recording devices were being used, they were directed to immediately cease the recording of the hearing. In addition, the parties were informed that if any recording was surreptitiously made and used for any purpose, they will be referred to the RTB Compliance Enforcement Unit for the purpose of an investigation under the Act. Neither party had any questions about my direction pursuant to RTB Rule 6.11.

Also, the parties confirmed their respective email addresses at the outset of the hearing and stated that they understood that the decision and any applicable orders would be emailed to them.

Regarding the video evidence from the tenant, the landlord stated they were unable to open the video files. The tenant stated that they did not confirm that the landlord was able to open the video evidence files prior to the hearing. As a result, the video evidence was excluded in full as I find the tenant failed to comply with Rule 3.10.5 which requires that the party submitting the digital evidence confirm before the hearing that the other party has playback equipment or otherwise able to gain access to the evidence.

In addition, at the outset of the hearing, the landlord was advised that the landlord did not submit a Monetary Order Worksheet in evidence and did not state how they arrived at the amount of compensation of \$3,460.00.

Given the above, the landlord was advised that their entire application was being refused, pursuant to section 59(5)(c) of the Act, as they did not provide sufficient particulars as is required by section 59(2)(b) of the Act. The landlord is at **liberty to re-apply** as a result; however, are reminded to include full particulars of their claim when submitting their application in the “Details of Dispute” section of the application. Furthermore, when seeking monetary compensation, the applicant is encouraged to use the “Monetary Order Worksheet” (Form RTB-37) available on the Residential Tenancy Branch website at: <https://www2.gov.bc.ca/gov/content/housing-tenancy/residential-tenancies/forms>

Given the above, I do not grant the recovery of the landlord’s filing fee.

As the landlord has claimed against the tenant’s \$835.00 security deposit, I will address the security deposit in this decision. The parties agreed that the tenant provided their written forwarding address by text in February 2021. I find the landlord applied within 15 days of the text from the tenant as the text was not submitted in evidence to support a date of the text and the application was filed on February 19, 2021.

I order the landlord to return the full **\$835.00** security deposit within 15 days of this hearing, **July 9, 2021**, to the written forwarding address of the tenant, which the landlord wrote as the tenant’s mailing address on their application. I note that the 15 days applies to the payment being postmarked within 15 days, not received by the tenant within 15 days, as the landlord is unable to account for any delays related to Canada Post.

Should the landlord fail to comply with my order, I grant the tenant a monetary order in the amount of \$835.00 pursuant to section 67 of the Act, **which will be of no force or effect if the landlord complies with my order.**

Conclusion

The landlord's application has been refused pursuant to section 59(5)(c) and 59(2)(b) of the Act.

The landlord is at liberty to reapply. This decision does not extend any applicable time limits under the Act.

The landlord is ordered to return the tenant's \$835.00 security deposit as indicated above.

The tenant is granted a monetary order in the amount of \$835.00 pursuant to section 67 of the Act, which will be of no force or effect if the landlord complies with my order described above.

This decision will be emailed to both parties at the email addresses confirmed during the hearing. The monetary order will be emailed to the tenant only for service on the landlord only if necessary. The landlord is cautioned that they could be held liable for all costs associated with enforcing the monetary order.

This decision is final and binding on the parties, unless otherwise provided under the Act, and is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: July 9, 2021

Residential Tenancy Branch